

**Virginia Office of EMS
Advanced Life Support Training Fund
Contract for Startup Funding for FY07
EMT-Intermediate-99 Accredited Training Site**

CONTRACT NUMBER _____

This contract entered into this ____th day of _____, _____, by and between _____ hereinafter referred to as the "Contractor" and the Department of Health, Office of Emergency Medical Services of the Commonwealth of Virginia hereinafter referred to as the "Purchasing Agency".

WITNESSETH that the Contractor and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall submit in writing to the Purchasing Agency as set forth in the Contract Documents, 12 VAC 5-31, the Virginia OEMS Administrative Manual, and the ALSTF Administrative manual a plan for development of an accredited EMT-Intermediate-99 training facility.

PERIOD OF PERFORMANCE: The performance period for said contract shall begin on the date the contract was written and last up to a maximum of five (5) years from that date at which time this contract will expire. If the Contractor successfully completes all aspects of the written plan for development of an accredited EMT-Intermediate-99 training facility and successfully obtains status as an accredited training facility prior to the expiration date, this contract shall be said to have been fulfilled.

The contract documents shall consist of:

1. This signed form which consists of;
 - a. The Scope of Services,
 - b. The General Terms and Conditions,
 - c. The Special Terms and Conditions,
 - d. Method of Payment and Pricing Schedule,

I. PURPOSE AND BACKGROUND: The intent and purpose of this contract is to establish an agreement with a qualified vendor to provide funding for the development of an accredited EMT-Intermediate-99 training facility located within the Commonwealth of Virginia and operated for the purpose of training EMS providers in the Commonwealth. Funding for accredited EMT-Intermediate-99 training facilities is limited to one site per planning district per ***Period of Performance*** as outlined above. The Purchasing Agency's Contract Administrator is the Advanced Life Support Funding Administrator, at 804-864-7600.

II. SCOPE OF SERVICES:

The Contractor shall provide the Purchasing Agency with the services required by 12VAC5-31 of state regulations, the Office of EMS policies and Advanced Life Support Training Funds (ALSTF) policies. The Contractor shall submit to the Purchasing Agency a written plan for development of an accredited EMT-Intermediate-99 training facility. This plan must address each item in the section for which funding is sought as detailed in the accreditation plan listed in the *Pricing Schedule* below.

The Purchasing Agency shall:

- A. Forward all ALS Funding Accreditation Funding requests to the ALSTF Coordinator.
- B. After verifying appropriate documentation as required in 12VAC5-31 of the state regulations and Office of EMS policies, initiate financial disbursements as specified in the ALSTF Administrative Guidelines.

The Contractor shall:

- A. The Contractor shall provide the Purchasing Agency with written documentation corroborating the Contractor's development of an accredited EMT-Intermediate-99 training facility. This documentation shall include the follow:
 1. A three (3) to five (5) page written Accreditation Plan which covers the following aspects of the accredited site:
 - a. Estimated student population per class
 - b. Estimated hospitals involved
 - c. Estimated Agencies involved
 - d. Program Director (PD)
 - i. What the selection process will entail.
 - ii. How the PD will be involved in the program.
 - e. Physician Course Director (PCD)
 - i. What the selection process will entail.

- ii. How the PCD will be involved in the program.
 - f. Program Administration Guidelines
 - g. How faculty will be hired and retained.
 - h. A description of the facility.
 - i. A sample hospital agreement.
 - j. A sample agency agreement.
 - k. A description of the didactic/lab portions of the program.
 - l. A account of how hospital and agency preceptor training will occur.
 - m. A description of what equipment will be needed and how it will be obtained.
 - n. An explanation of the programs financial support.
 - o. A description of how the program plans to receive and evaluate feedback in order to ensure continuous improvement.
2. Identification/hiring of a Program Director
 - a. Program Director (PD)
 - i. What the selection process will entail.
 - ii. How the PD will be involved in the program.
 - iii. A copy of the PD's job description.
 - iv. A signed letter of agreement or contract with the PD.
 3. Identification/hiring of a Physician Course Director
 - a. Physician Course Director (PCD)
 - v. What the selection process will entail.
 - vi. How the PCD will be involved in the program.
 - vii. A copy of the PCD's job description.
 - viii. A signed letter of agreement or contract with the PCD.
 4. A detailed overview of the financial support for the program.
 - a. Where will ongoing funding come from?
 - b. How stable are the finances of the program?
 - c. Will tuition be charged? How much will it be?
 - ix. What ensure the program will be able to sustain itself?
 5. A detailed overview of the program's equipment.
 - a. Where will equipment funding come from?
 - b. How will the program ensure the program's equipment is maintained?
 - c. How will new equipment be purchased?
 6. A detailed overview of the clinical format for the program.
 - a. How will preceptors be trained?
 - b. What evaluation tools will be used?
 - c. What hospitals will be used and how will the hospitals interact with the program?
 - d. What agencies will be used and how will they interact with the program?
 7. Copies of signed affiliation agreements with the hospitals designated by the program.
 8. Copies of signed affiliation agreements with the agencies designated by the program.
 9. A detailed overview of the program's plan for continuous improvement and overall program evaluation.
 - a. What data will be collected?
 - b. How will the data be used?
 - c. Who will be involved in the process?
 - d. What evaluation tools will be used?
 - e. How will this process ensure that the program is always improving its product and outcomes?
 10. On site evaluation of the program.
 - a. The program has scheduled and received a site visit by an accreditation review team.
- B. The Contractor may submit a complete *Institutional Self Study for Intermediate Programs in Virginia* in lieu of the documentation requested above. Upon submission of a complete *Institutional Self Study for Intermediate Programs in Virginia*, the Contractor will be eligible to invoice for A1 through 9. The Contractor may not invoice for section A10 of the contract until a site visit has occurred.
 - C. Submit an invoice in the amount being sought to the Office of EMS.

III. **GENERAL TERMS AND CONDITIONS:**

- A. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws, and rules and regulations.
- B. **ANTI-DISCRIMINATION:** By signing this contract, the Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a

faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1.E).

- C. DEBARMENT STATUS: By signing this contract the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids on contracts for the goods and/or services covered by this contract, nor are they an agent of any person or entity that is currently so debarred.
- D. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specification.
- E. ASSIGNMENT OF CONTRACT: This contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- F. INDEPENDENT CONTRACTOR: When providing the services specified under this contract the Contractor shall not be deemed an "employee" or "agent" of the Virginia Department of Health. The Contractor shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all FICA, State and Federal taxes, and complying with other similar requirements which are customary in the industry. In addition, the Contractor certifies that they are not an employee, nor do they currently employ employees of the Virginia Department of Health.
- G. HOLD HARMLESS: The Contractor agrees to indemnify, defend, and hold harmless the Commonwealth of Virginia, its officers, agents and employees from any claims, damages and actions or any kind or nature, whether at law or non-performance under this Contract.
- H. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

IV. CHANGES TO THE CONTRACT:

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute

resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

V. SPECIAL TERMS AND CONDITIONS:

- A. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- B. CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. TERMINATION: This Contract shall be canceled automatically in the event sufficient funds are not appropriated for the purpose of continuation of this agreement or if the Contractor is found to be in violation of state regulations governing the conduct of the contracted course.

VI. METHOD OF PAYMENT: The contract shall be paid as follows:

- A. Payment shall be processed upon receiving an invoice and a written plan for development of an accredited EMT-Intermediate-99 training facility.
- B. Upon verification that the Contractor complied with all relevant sections of 12VAC5-31, the EMS Training Program Administrations Manual and the ALSTF Administration Manual.
- C. After verification of the conditions in the contract payment shall be made payable to:

Name: _____
 SSN or FIN: _____
 Address 1: _____
 Address 2: _____
 City State Zip: _____

VII. PRICING SCHEDULE: The Contractor agrees to provide the services and documentation specified herein for the amount specified in the Advanced Life Support Training Funds grant program for start-up funding for an Accredited EMT-I training facility.

Payment for the EMT-I Accredited Site funding outlined above will be processed as follows:

- 1) Upon submission of this contract with all necessary signatures, a payment in the amount of \$250.00 will be processed to the Regional Council. This payment is to cover administrative costs associated with regional oversight of the development of the EMT-I Training facility.
- 2) Upon submission of the following documentation, payment will be processed in the amount stated to the payee listed in section *III. Method of Payment* above. Submissions may be made one section at a time or may be made all at once.

A. Accreditation Plan (upon submission of details below)	\$5,000.00
B. Program Director (upon submission of items below)	\$5,000.00
C. PCD (upon submission of items below)	\$1,000.00
D. Financial Support (upon submission of financial plan)	\$500.00
E. Equipment Inventory (upon submission)	\$500.00
F. Clinical Format (upon submission of items below)	\$500.00
G. Hospital Agreements (upon submission of agreements)	\$1,000.00
H. Agency Agreements (upon submission of agreements)	\$1,000.00
I. Program Evaluation (upon submission of process)	\$1,000.00
Grand Total of Funding	\$15,500.00

- 3) If the Contractor does not provide services as specified under ***II. Scope of Services***, the funding amount for said contract shall incur liquidated damages of 15% its face value.

IN WITNESS WHEREOF, the Parties have caused this Contract to be duly executed intending to be bound thereby.

Signature	Signature
Name: Gary R. Brown	Name: _____
Address: VA Office of EMS	Address: _____
109 Governor Street, Suite UB-55	_____
Richmond, VA 23219	Course #: _____
Date: _____	Date: _____
	FEI / FIN: _____
	e-mail: _____

Course Coordinator Signature if payment assigned to the above is other than the Course Coordinator.

Signature	Signature
Name: Samuel Hayes, III	Name: _____
Address: Director, Office of Purchasing and General Services	Address: _____
Virginia Department of Health	_____
109 Governor Street, Suite UB-55	Course #: _____
Richmond, VA 23219	Date: _____
Date: _____	FEI / FIN: _____
	e-mail: _____

Regional Council Staff Signature verifying the above stated site is not out of compliance with the Regional Plan.

Signature _____

Name: _____

Title: _____

Date: _____

e-mail: _____

Supported: Yes ☐ No ☐